

INTERLOCAL AGREEMENT

Agreement for Mutual Aid Fire Protection

THIS AGREEMENT, is made on this the 22nd day of June, 2020 into between
County of Hopkins and County of Franklin.

WHEREAS, each of the respective parties hereto have available certain fire and emergency equipment and personnel to operate the same, but which in a disaster or emergency may be inadequate to afford full and complete protection to each of the parties hereto; and,

WHEREAS, is desirable that in the case of such disasters or emergency the parties hereto may have the additional emergency protection; and,

WHEREAS, the County of Hopkins possess the equipment, paid and volunteer personnel to manage fires and emergency situations in the departments fire response area, all types of fire and emergency situations; and,

NOW THEREFORE BE IT RESOLVED, in consideration of the mutual promises, covenants and agreements herein contained by and between the parties, it is hereby **AGREED** as follows:

Article 1 – Mutual Aid - That for the purpose of affording additional protection to themselves and their inhabitants, the parties agree to provide fire services upon request, when such service or equipment is available and can be transported without substantial risk or damage to persons or property of the jurisdiction from which the assistance is requested.

Such requests shall be made only to assist existing jurisdictional resources when such resources have been or will be exhausted by the size and intensity of the fire-fighting situation. The jurisdiction from which the assistance is requested will be solely invested with the determination of the nature, type and availability of response it can, in its best judgement, send to those fire-fighting situations.

Both the County of Hopkins and the County of Franklin will provide all necessary resources for other fire department related responsibilities such as rescue, EMS first response, fire marshal services and/or investigations, inspections, environmental services, etc. for their respective jurisdictions. As with fire control and suppression, any mutual aid assistance will only be in addition to the jurisdictions primary response capability.

ARTICLE 2- INCIDENT COMMAND

When responding to a request for mutual aid, the assisting party shall follow the direction and command of the party requesting such assistance. Command maybe is transferred to another department or individual at the discretion of the incident commander.
Adoption of NIMS compliance is required.

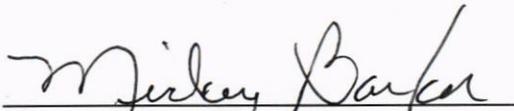
ARTICLE 3- Terms of Agreement

The terms of this agreement will be for two (2) years, starting June 22, 2020 and ending June 22, 2022. This agreement may be terminated by either party hereto at any time upon ninety (90) days written notice.

ARTICLE 4- Sever ability

That if any section, provision, subsection, paragraph, sentence, clause, or word in this Interlocal Agreement or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall affect the validity of the remaining portions of this agreement, and both the County of Hopkins and the County of Franklin hereby declares they would have enacted such remaining portion, despite such invalidity.


Robert Newsom, Hopkins County Judge


Mickey Barker, Commissioner, Pct. 1


Greg Anglin, Commissioner, Pct. 2


Wade Bartley, Commissioner, Pct. 3


Joe Price, Commissioner, Pct. 4

Scott Lee, Franklin County Judge

Jerry Cooper, Commissioner, Pct. 1

Larkin Jumper, Commissioner, Pct. 2

Charlie Emerson, Commissioner, Pct. 3

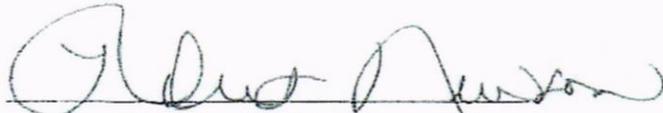
Sam Young, Commissioner, Pct. 4

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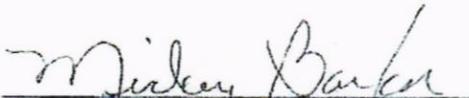
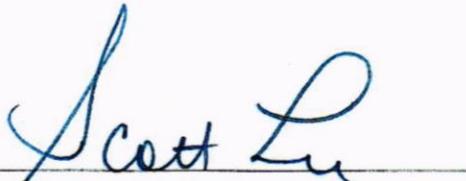
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